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Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KOR MEDIA GROUP, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

TIMOTHY GREEN, an individual; and
LORETTA MCCARTY, an individual,

Defendants.

Case No. : 2:13-cv-01217-JAD-NJK

**STIPULATED PROTECTIVE ORDER
TO GOVERN DISSEMINATION OF
CONFIDENTIAL INFORMATION**

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1 The parties hereto, through their undersigned attorneys, hereby stipulate and agree to
2 the entry of the following Stipulated Protective Order (the "Protective Order") with regard to
3 confidential matters in the above-captioned lawsuit (the "Case")¹:

4 1. This Protective Order governs all documents and information produced or to
5 be produced by any party (or third party) in connection with the Case, including documents
6 and things produced or to be produced, answers to interrogatories, responses to requests for
7 admissions, entry upon land for inspection or other purposes, oral, audio and/or visual
8 recordings (including microfilm and computer source and/or object code), and deposition and
9 other testimony disclosed through discovery in the Case (the "Subject Discovery Material").
10 The Subject Discovery Material will be used for no other purpose than the Case and any
11 appeal therefrom.

12 2. "Confidential Information" as used herein means any type or classification of
13 information in any of the Subject Discovery Material which is designated as
14 "**CONFIDENTIAL**" by one of the parties (the "Designating Party") in accordance with this
15 Protective Order. "Highly Confidential Information" as used herein means any type or
16 classification of information in any of the Subject Discovery Material which is designated as
17 "**CONFIDENTIAL: ATTORNEYS' EYES ONLY**" by the Designating Party in accordance
18 with this Protective Order.

19 3. Whenever the Designating Party determines that a disclosure of the Subject
20 Discovery Material will reveal matters that the Designating Party believes in good faith are
21 not generally known or readily available to the public, or that the Designating Party deems to
22 constitute proprietary information, confidential business or commercial information, and/or
23 trade secrets relating to its or his business, the Designating Party has the right to designate
24 such information as confidential ("Confidential Information"). In the case of written
25 _____

26 ¹ Defendants' maintain the position that agreement to this Stipulated Protective Order does not constitute
27 consent by Defendants to jurisdiction in this Court or waiver of any challenges by Defendants to this Court's
28 jurisdiction.

1 information, this designation must be made by marking the page or pages where such
2 Confidential Information is contained as "**CONFIDENTIAL**" or its equivalent, either prior
3 to its disclosure to the other parties (the "Receiving Party," whether singular or plural), or at
4 the time a copy(ies) of such written information is provided to the Receiving Party. In the
5 case of oral, audio and/or visual recording information (including microfilm and computer
6 source and/or object code), this designation must be made by marking the recording medium
7 "**CONFIDENTIAL**" either prior to its disclosure to the Receiving Party, or at the time a
8 copy(ies) of such information is provided to the Receiving Party. Where Confidential
9 Information is produced on electronic media, such as a CD, diskette, tape, USB storage
10 device or hard drive, the marking of the electronic media as "**CONFIDENTIAL**" shall be
11 deemed sufficient to identify the contents as "**CONFIDENTIAL.**"

12 4. When the Designating Party has good reason to believe that disclosure of
13 certain information depicted or contained in the Subject Discovery Material should be limited
14 to counsel and outside experts for the Receiving Party because of its sensitive nature, or for
15 any other good reason, the Designating Party has the right to designate such information
16 ("Highly Confidential Information") as "**CONFIDENTIAL: ATTORNEYS' EYES**
17 **ONLY.**" In the case of written information, this designation must be made by marking the
18 page or pages wherein such Highly Confidential Information is contained,
19 "**CONFIDENTIAL: ATTORNEYS' EYES ONLY**" or its equivalent, either prior to its
20 disclosure to the Receiving Party or at the time a copy(ies) of such written information is
21 provided to the Receiving Party. In the case of oral or audio and/or visual recording
22 information (including microfilm and computer source and/or object code), this designation
23 must be made by marking the recording medium "**CONFIDENTIAL: ATTORNEYS'**
24 **EYES ONLY**" either prior to its disclosure to the Receiving Party, or at the time a copy(ies)
25 of such information is provided to the Receiving Party. Where Highly Confidential
26 Information is produced on electronic media, such as a CD, diskette, tape, USB storage
27 device or hard drive, the marking of the electronic media as "**CONFIDENTIAL:**
28 **ATTORNEYS' EYES ONLY**" shall be deemed sufficient to identify the contents as

1 **"CONFIDENTIAL: ATTORNEYS' EYES ONLY."**

2 5. In the case of deposition or other testimony, testimony containing Confidential
3 Information and testimony or within two (2) weeks of the receipt by counsel for the
4 Designating Party of the written transcript. Until such designations are made, neither the
5 transcript nor the contents or substance of the deposition or other testimony may be disclosed
6 by the Receiving Party to persons other than Qualified Persons, with respect to Confidential
7 Information, or Highly Confidential Recipients, with respect to Highly Confidential
8 Information.

9 At any time during the taking of a deposition on oral examination, counsel for
10 the Designating Party may state that a particular line of questioning should be treated as
11 **"CONFIDENTIAL,"** or **"CONFIDENTIAL: ATTORNEY'S EYES ONLY,"** as in the case
12 of written disclosures of Confidential Information and/or Highly Confidential Information.
13 Counsel for the parties shall then determine whether the line of questioning should not be
14 carried out at that particular time, or whether it should be carried out with the following
15 conditions:

16 a. The reporter may be instructed to transcribe the questions and answers
17 separate from the transcript for the remainder of the deposition, which pages shall be marked
18 as described in either Paragraph 3 or 4 above.

19 b. During any time that the line of questioning involving Confidential
20 Information and/or Highly Confidential Information is being followed, any and all
21 representatives of the Receiving Party, other than counsel and outside experts, may be
22 excluded from the deposition.

23 c. Counsel for the parties may agree to allow a set period of time
24 subsequent to receipt by counsel for the Designating Party of a deposition transcript within
25 which to identify in writing any Confidential Information and/or Highly Confidential
26 Information disclosed during the deposition.

27 d. Any other conditions mutually agreeable to the parties to protect the
28 confidential status of the information.

See order issued concurrently herewith regarding filing procedures.

1 6. ~~No Subject Discovery Material that has been designated by any party as~~
2 ~~comprising or containing Confidential Information and/or Highly Confidential Information~~
3 ~~shall be filed with the Court unless there is an agreement of the parties or an Order of the~~
4 ~~Court allowing such filing.~~ If any Receiving Party's counsel intends to use at trial, or for the
5 purpose of any motion filed with the Court, any documents, interrogatory answers, deposition
6 testimony, or other discovery responses which have been designated as Confidential
7 Information and/or Highly Confidential Information, he/she shall so advise the Designating
8 Party's counsel seven (7) days prior to such intended use, and counsel for all parties shall
9 confer in an effort to agree upon a procedure to maintain the confidentiality of such
10 Confidential Information and/or Highly Confidential Information. If no agreement is
11 reached, counsel for the Designating Party shall file an appropriate motion with the Court
12 seeking a determination as to the permissible use of the Confidential Information and/or
13 Highly Confidential Information.

14 7. a. All Subject Discovery Material designated as containing or comprising
15 Confidential Information must be retained by counsel for the
16 Receiving Party and must not be furnished, shown or disclosed by such
17 counsel to any other person, except that, and solely for the purposes of
18 the Case, any such Confidential Information may be disclosed by
19 counsel to "Qualified Persons." Qualified Persons as used herein
20 means:

- 21 i. the Court and its personnel (specifically pursuant to the
22 requirements of paragraph 6 above) ;
23 ii. outside counsel and in-house counsel of the parties and their
24 necessary support personnel, including personnel associated
25 with any outside service providers used to assist in litigation
26 who are providing active assistance with the Case, including
27 jury or trial consulting services retained by counsel for a party;
28 iii. experts and consultants (and their necessary support personnel)

1 retained by, or at the direction of, counsel for the purpose of
2 advising and assisting such counsel in the preparation or trial of
3 the Case, provided that the disclosing party shall first obtain
4 from each such expert or consultant a signed confidentiality
5 agreement in the form attached as **EXHIBIT A** (a
6 “Confidentiality Agreement”);

7 iv. court reporters and supporting stenographic, videographic, and
8 clerical personnel;

9 v. interpreters or translators retained by counsel for the purpose of
10 the Case;

11 vi. a testifying witness/deponent, but only if the witness is a
12 current employee of the designating party, a retained expert or
13 consultant who has signed a Confidentiality Agreement, or a
14 former employee, consultant, or independent contractor of the
15 Designating Party; and

16 vii. the corporate officers and employees of the parties who have
17 responsibility for managing or working on the Case (including
18 persons regularly employed by a party in an information
19 technology position who may be providing technical assistance)
20 or who have responsibility for making decisions about possible
21 settlement of the Case.

22 b. In the event that counsel for the Receiving Party finds it necessary to
23 make a disclosure of Confidential Information to a person other than a
24 Qualified Person, counsel for such party must, no fewer than five (5)
25 days in advance of such disclosure, notify the Designating Party’s
26 counsel in writing of:

27 i. the Confidential Information to be disclosed; and

28 ii. the person(s) to whom such disclosure is to be made.

1 The Designating Party's counsel has five (5) days after receipt of the written notice
2 within which to object in writing to the disclosure, and in the event objection is made, no
3 disclosure will be made without Court Order. If no objection is made by the Designating
4 Party's counsel, or if an Order of Court permits the disclosure, counsel for the Receiving
5 Party must, prior to the disclosure, provide the individual to whom the Confidential
6 Information is to be disclosed a copy of this Protective Order, and obtain from that individual
7 a signed Confidentiality Agreement (in the form of **EXHIBIT A** attached hereto)
8 acknowledging such terms in writing and agreeing to comply with and be bound by the
9 Protective Order, with the executed document to be served on the Designating Party's counsel
10 within ten (10) days of signing.

11 8. a. All Subject Discovery Material that has been designated by any
12 party as comprising or containing Highly Confidential Information must be retained by
13 counsel for the Receiving Party and must not be furnished, shown or disclosed by such
14 counsel to any other person, except that, and solely for the purposes of this action, any such
15 Highly Confidential Information may be disclosed by counsel to "Highly Confidential
16 Recipients." Highly Confidential Recipient as used herein means:

- 17 i. the Court and its personnel (specifically pursuant to the
18 requirements of paragraph 6 above);
- 19 ii. outside counsel and their necessary support personnel,
20 including personnel associated with any outside service
21 providers used to assist in litigation who are providing active
22 assistance with the Case, including jury or trial consulting
23 services retained by counsel for a party;
- 24 iii. interpreters or translators retained by counsel for the purpose of
25 the Case;
- 26 iv. court reporters and supporting stenographic, videographic, and
27 clerical personnel; and
- 28 v. experts and consultants (and their necessary support personnel)

1 retained by, or at the direction of, counsel for the purpose of
2 advising and assisting such counsel in the preparation or trial of
3 the Case, provided that the Receiving Party shall first obtain
4 from each such expert or consultant a signed Confidentiality
5 Agreement.

6 b. In the event that counsel for the Receiving Party finds it necessary to
7 make a disclosure of Highly Confidential Information to a person other than a Highly
8 Confidential Recipient, counsel for such party must, no fewer than five (5) days in advance of
9 such disclosure, notify the Designating Party's counsel in writing of:

- 10 i. the Highly Confidential Information to be disclosed; and
11 ii. the person(s) to whom such disclosure is to be made.

12 The Designating Party's counsel has five (5) days after receipt of the written notice within
13 which to object in writing to the disclosure, and in the event objection is made, no disclosure
14 will be made without Court Order. If no objection is made by the Designating Party's
15 counsel, or if an Order of Court permits the disclosure, counsel for the Receiving Party must,
16 prior to the disclosure, provide the individual to whom the Highly Confidential Information is
17 to be disclosed a copy of this Protective Order, and obtain from that individual a signed
18 Confidentiality Agreement (in the form of **EXHIBIT A** attached hereto) acknowledging such
19 terms in writing and agreeing to comply with and be bound by the Protective Order, with the
20 executed document to be served on the Designating Party's counsel within ten (10) days of
21 signing.

22 9. No person will make a public disclosure of any Subject Discovery Material
23 obtained in discovery in the Case and designated as Confidential Information or Highly
24 Confidential Information without an Order of the Court or as stipulated by the parties. If any
25 person subject to this Protective Order is served with a subpoena, demand, or other legal
26 process in another action seeking Confidential Information and/or Highly Confidential
27 Information, that person (a "Compelled Party") shall give prompt written notice of such event
28 to counsel for the Designating Party, and shall object to the production of such Confidential

1 Information and/or Highly Confidential information. Upon receipt of such written notice,
2 counsel for the Designating Party shall advise the Compelled Party, in writing, of the
3 Designating Party's position. Thereafter, the Designating Party shall assume responsibility
4 for preserving and prosecuting any objection to the subpoena or demand. The Compelled
5 Party shall be obligated to cooperate to the extent necessary to preserve the confidentiality of
6 the Confidential Information and/or Highly Confidential Information.

7 10. Should the person seeking access to the Confidential Information and/or
8 Highly Confidential Information (the "Compelling Party") take action to enforce such
9 subpoena, demand, or other legal process, the Compelled Party shall set forth in any response
10 made by the Compelled Party to the Compelling Party the existence of this Protective Order.
11 Nothing herein shall be construed as requiring the Compelled Party to challenge or appeal
12 any order requiring production of the Confidential Information and/or Highly Confidential
13 information, or to subject himself to any penalties for noncompliance with any legal process
14 or order, or to seek any relief from the Court.

15 11. Inadvertent disclosure and/or production of Subject Discovery Material
16 claimed to be subject to either the attorney-client privilege or the work product doctrine does
17 not waive the applicability of such privilege or doctrine relative to the inadvertently disclosed
18 and/or produced Subject Discovery Material. If any such Subject Discovery Material is
19 inadvertently disclosed to the Receiving Party by the party producing same, the producing
20 party may request that the Receiving Party transfer such Subject Discovery Material back to
21 the producing party, and the Receiving Party must comply by returning such Subject
22 Discovery Material. Inadvertent failure to designate documents or things as Confidential
23 Information and/or Highly Confidential Information pursuant to this Protective Order shall
24 not constitute a waiver of any otherwise valid claim for protection, provided that the
25 provisions of this paragraph are satisfied. If the producing party discovers that information
26 should have been but was not designated as Confidential Information or Highly Confidential
27 Information, the producing party must immediately notify all other parties. In such event,
28 within fifteen (15) days of notifying all other parties, the producing party must provide

1 replacement copies of the Confidential Information or Highly Confidential Information
2 marked with designations in accordance with this Protective Order. After receipt of such re-
3 designated information, this Confidential Information and/or Highly Confidential Information
4 shall be treated as required by this Protective Order. The Receiving Party shall have no
5 liability, under this Protective Order or otherwise, for any disclosure of information contained
6 in unlabeled documents or things occurring before the Receiving Party was placed on notice
7 of the Designating Party's claims of confidentiality.

8 12. Any specific part or parts of the restrictions imposed by this Protective Order
9 may be terminated at any time by a written stipulation by the parties hereto or by an Order of
10 the Court, whether for good cause shown or upon the Court's own initiative.

11 13. Designating any Subject Discovery Material as Confidential Information or
12 Highly Confidential Information does not necessarily denote that such Confidential
13 Information or Highly Confidential Information is a trade secret of the producing party.

14 14. No party is obligated to challenge the propriety of any Subject Discovery
15 Material designated as Confidential Information or Highly Confidential Information, and a
16 failure to do so in the Case does not preclude a subsequent attack on the propriety of the
17 designation.

18 15. If the Receiving Party disagrees with a designation of any Subject Discovery
19 Material as Confidential Information or Highly Confidential Information, the Receiving Party
20 may give notice in writing within thirty (30) days of receipt of the Subject Discovery Material
21 to the Designating Party specifying the Confidential Information and/or Highly Confidential
22 Information involved and the allegedly proper classification. If the Designating Party does
23 not move for a protective order within ten (10) days from receipt of such notice, the
24 Confidential Information or Highly Confidential Information in issue shall become classified
25 as alleged in the notice.

26 16. No party shall designate as Confidential Information or Highly Confidential
27 Information any Subject Discovery Material that such party has reason to believe, or should
28 have reason to believe, was generally known or readily available to the public prior to its

1 designation. Moreover, in the event that a Designating Party becomes aware that Subject
2 Discovery Material designated as Confidential Information or Highly Confidential
3 Information is or has become generally known to the public through no fault of the Receiving
4 Party, or that it was known to the Receiving Party prior to its designation, or that it was
5 disclosed to the Receiving Party without restrictions, or that it was developed by the
6 Receiving Party without reference to the disclosures by the Designating Party, then the
7 Designating Party will immediately rescind its designation and give notice of such rescission
8 to all Receiving Parties.

9 17. In the event that any party hereto claims that any provision of the Protective
10 Order has been violated, such party may move the Court, upon proper notice, for appropriate
11 sanctions and/or other relief.

12 18. Nothing in this Protective Order shall be construed as limiting or negating the
13 right of any party hereto to bring a motion to compel discovery in the Case, or as limiting or
14 negating the right of any party to object to any requested discovery such party otherwise
15 believes in good faith to be improper.

16 19. This Protective Order shall not preclude any party from using or disclosing
17 any of its or his own documents or materials for any lawful purpose.

18 20. This Protective Order is intended to facilitate the flow of discovery materials
19 and to expedite the resolution of discovery disputes among the parties. This Protective Order
20 shall not raise any inference nor constitute any evidence of the existence of any trade secrets,
21 Confidential Information, or Highly Confidential Information. Moreover, the consent of any
22 party to the Protective Order shall not constitute any admission as to the existence of any
23 trade secrets, Confidential Information, or Highly Confidential Information in connection
24 with any Subject Discovery Material produced or disclosed in the Case.

25 21. Nothing in this Protective Order shall preclude or impede outside counsel's
26 ability to communicate with or advise their clients or decision-makers for such clients based
27 on outside counsel's review and evaluation of Confidential Information and Highly
28 Confidential Information produced by the opposing party. Outside counsel may discuss with

1 the employees and officers who have responsibility for managing the Case for such clients, or
2 those persons who have responsibility for making decisions about possible settlement of the
3 Case, the general nature of the Confidential Information and Highly Confidential Information
4 without disclosing the facts comprising or other specifics of any such information, to the
5 extent such disclosure is necessary for effectively advising such clients and their decision-
6 makers.

7 22. Upon final termination of the Case, including appellate review, all Receiving
8 Parties shall, within forty-five (45) days, assemble and return to the Designating Party all
9 Subject Discovery Material and copies thereof which may have been made, but not including
10 any notes or other attorneys' work product that may have been placed thereon by counsel for
11 the Receiving Party. Alternatively, all Subject Discovery Material and copies thereof shall be
12 destroyed by the Receiving Party within forty-five (45) days of the final termination of the
13 Case, including appellate review. As to any Confidential Information, Highly Confidential
14 Information, and copies thereof claimed to contain attorneys' work product of the Receiving
15 Party, such Confidential Information and Highly Confidential Information shall be destroyed
16 by the Receiving Party within forty-five (45) days of the final termination of the Case,
17 including appellate review. Written confirmation of compliance with this paragraph shall be
18 made by all parties and their counsel of record within sixty (60) days of the final termination
19 of the Case, including appellate review.

20 23. All references to "days" in time limits established by this Protective Order
21 shall mean calendar days.

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24. This Protective Order may be amended by written agreement of the parties.

STIPULATED AND AGREED TO:

DATED this 31st day of October, 2013.

Weide & Miller, Ltd.

DICKSON WRIGHT, PLLC

/s/ Ryan Gile
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/s/Jodi Donetta Lowry
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Attorneys for Defendants

ORDER

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: November 1, 2013

EXHIBIT A

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KOR MEDIA GROUP, LLC, a Nevada limited liability company,

Plaintiff,

vs.

TIMOTHY GREEN, an individual; and
LORETTA MCCARTY, an individual,

Defendants.

Case No. : 2:13-cv-01217-JAD-NJK

**CONFIDENTIALITY AGREEMENT
AND UNDERTAKING FOR
RECEIVING CONFIDENTIAL
INFORMATION**

I, _____, declare under the pains and penalties of perjury of the United States of America that the following is true:

1. I have read and understand the Protective Order ("Order") in the above-captioned action (a copy of which is attached and whose definitions are incorporated herein) and I attest to my understanding that access to information designated as "**CONFIDENTIAL**" or "**CONFIDENTIAL: ATTORNEYS' EYES ONLY**" may be provided to me and that such access shall be governed by the terms and conditions and restrictions of the Order. I agree to be bound by the terms of the Order and hereby subject myself to the jurisdiction of the Court for all purposes related to the Order.

2. I shall not use any Confidential Information or Highly Confidential Information or disclose same to others, except in accordance with the Order.

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1 I also understand that, in the event that I fail to abide by the terms of this Confidentiality
2 Agreement or the Order, I may be subject to sanctions by way of contempt of court and to
3 separate legal and equitable recourse by the adversely affected producing party.
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5 Dated this _____ day of _____, 2013.
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7 _____
8 Signature
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10 _____
11 Printed Name
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13 _____
14 Address
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